

Route 43

Updated: October 2005

Wyoming State line via Manila and east to Wyoming State line, 1918.

1953 Description:

From the Utah Wyoming State line about six and one-half miles west of Manila easterly via Manila to Utah-Wyoming State line to about 3 miles east of Manila, May 8, 1961.

**(A) Scanned)

Approved by 1963 Legislature:

Approved by 1965 Legislature:

1967 Legislature:

1975 Legislature: Description remains the same.

1983 Legislature: Description remains the same.

1985 Legislature: Description remains the same.

1986 Legislature: Description remains the same.

1987 Legislature: Description remains the same.

1988 Legislature: Description remains the same.

1990 Legislature: Description remains the same.

1992 Legislature: Description remains the same.

1993 Legislature: Description remains the same.

1994 Legislature: Description remains the same.

1995 Legislative Description:

From the Utah-Wyoming state line about 6 1/2 miles west of Manila easterly to the Utah-Wyoming state line about three miles east of Manila.

1996 Legislature: Description remains the same.

1997 Legislature: Description remains the same.

1998 Legislative Description:

From the Utah-Wyoming state line about 6-1/2 miles west of Manila easterly through Manila to the Utah-Wyoming state line about three miles east of Manila.

1999 Legislature: Description remains the same.

Route 43 Cont.

2000 Legislature: Description remains the same.

2001 Legislature: Description remains the same.

2002 Legislature: Description remains the same.

2003 Legislature: Description remains the same.

2004 Legislature: Description remains the same.

* Refers to resolution index page following.

** Refers to Scanned Computer Resolution index on the following page.

Route 43

COUNTY/VOLUME & RESOLUTION NO.

A. Daggett Co. 1/18

DESCRIPTION OF RESOLUTION CHANGE

(A). Relocation/New Alignment - From the Wyoming-Utah state line via Manila to the Utah-Wyoming state line approx. 3 miles east of Manila.

RECOMMENDED LEGISLATIVE CHANGES IN STATE ROUTE SYSTEM

Route 43

Previous Description: From the Utah - Wyoming state line about six and one-half miles west of Manila easterly via Manila to the Utah - Wyoming state line near Linwood, Utah.

Recommended Description: From the Utah - Wyoming state line about six and one-half miles west of Manila easterly via Manila to the Utah - Wyoming state line about three miles east of Manila.

Comments: Recommended for Commission action.
Commission Approval April 25, 1960

from the desk of

CLARENCE J. ALLRED

May 25, 1960

TO - Ralph Murdock

Revised description of State Route 43, as written by Boyd Fullmer as a result of the relocation of U-43, inasmuch as part of the present road will be inundated by the Flaming Gorge Dam. (See Commission Minutes of April 25 - Page 2)

Copy of Draft of Agreement with the Bureau of Reclamation is attached; however, the map could not be duplicated inasmuch as it was in blue ink.

(27-6-7

Revised description

- ((c) Route 43. From the Utah-Wyoming state
- (line ~~to~~ six and one-half miles west of
- (Manila easterly via Manila to the Utah-
- (Wyoming state line about 3 miles east of
- (Manila.

PRELIMINARY DRAFT

JAN 1 1 1960

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

JAN 11 1960

COLORADO RIVER STORAGE PROJECT

FLAMING GORGE UNIT

CONTRACT FOR RELOCATION OF UTAH STATE HIGHWAY
43 TO BYPASS FLAMING GORGE RESERVOIR

THIS CONTRACT made this _____ day of _____, 19____, pursuant to the Act of Congress approved June 17, 1902, (32 Stat. 388), and all acts amendatory thereof or supplementary thereto, particularly the Act of Congress approved April 11, 1956, (70 Stat. 105) all of which acts are commonly known and referred to as the Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the contracting officer executing this contract, and the State Road Commission of Utah acting on behalf of the State of Utah, hereinafter referred to as the Highway Department.

WITNESSETH, That

WHEREAS, the United States is constructing the Flaming Gorge Reservoir in Daggett County, Utah, and Sweetwater County, Wyoming, as a part of the Flaming Gorge Unit of the Colorado River Storage Project, and a segment of Utah State Highway 43 situate within said reservoir must be relocated, and

WHEREAS, the Highway Department is willing to undertake the relocation of that segment of said State Highway 43 situate within the Flaming Gorge Reservoir, Provided, That the cost of relocating and constructing said highway to standards equivalent to those of the existing highway as hereinafter set forth is paid for by the United States

as a part of the Flaming Gorge Unit, and

WHEREAS, the Highway Department may desire that the relocated segment of highway be constructed to standards higher than those of the existing highway and is willing to pay the incremental cost thereof.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. The Highway Department agrees to relocate, design and construct at the most economically practicable location that segment of State Highway 43 in the Henrys Fork stream valley within said reservoir as shown on the location map attached hereto and marked Exhibit "A" and by this reference made a part hereof, including all approach roads within the right-of-way for use by adjacent landowners, fencing the right-of-way where required, and the construction of all bridges, culverts, and other structures, which may be necessary in the completion of said relocated highway. The Highway Department further agrees to consult with the State Highway Commission of Wyoming and terminate the relocated segment of State Highway 43 at a point on the Utah-Wyoming border mutually acceptable to both states. Said highway shall be constructed to such engineering standards as are in accordance with the desire of the Highway Department but not less than standards equivalent to those of the existing highway, said standards being as follows:

Roadway surface course width	20 feet
Subgrade width (shoulder to shoulder)	30 feet
Maximum grade	_____ percent
Maximum degree of curvature	.
Sub-base	4" select material
Base course	3 1/2" to 5" crushed rock

Surface course 1 1/2" bituminous surfacing

Bridge width - curb to curb 23 feet

Right-of-way width Minimum _____ feet

Maximum _____ feet

The additional cost of constructing the highway to such superior standards as the Highway Department may desire, including additional right-of-way, over that required for equivalent replacement shall be borne by the Highway Department.

2. Before advertising for bids the Highway Department agrees to submit a copy of the plans and specifications for the work to the United States for its approval, including a statement of estimated quantities for relocating the highway to the standards equivalent to those of the existing highway and to any superior standards that may be desired by the Highway Department, and an estimate of the cost to the United States for this work. Upon approval of the plans, specifications, quantities, and cost estimates by the United States the Highway Department agrees to advertise the work under a public invitation for bids, with award to be made to the lowest satisfactory bidder. If the lowest bid exceeds the engineer's estimate of cost by more than 10 percent, as agreed hereto, the contract shall not be awarded unless approved by the United States.

3. The Highway Department agrees that construction on said relocated highway will proceed as follows after approval by the United States of the plans and specifications for the work:

(a) Begin construction within _____ calendar days.

(b) Complete all work on the relocated highway
within _____ calendar days.

4. The Highway Department agrees to obtain all rights-of-way required for construction of the relocated highway. The Highway Department agrees to abandon the segment of State Highway 43 shown in red on Exhibit "A" and will convey to the United States by appropriate deed the title it holds to said abandoned segment of highway after the new construction is completed and prior to final payment and adjustment, if any, as provided in Article 5 of this contract.

5. The United States will pay to the Highway Department for the faithful performance of this contract the actual costs incurred in the construction of said relocated highway to the standards above set forth estimated to be \$ _____. These actual costs are to be paid in appropriate installments as the work on the relocated highway progresses based on monthly certified cost statements showing labor, materials, contractor's earnings, engineering and surveys, which relate directly to construction of the highway to equivalent standards as heretofore set forth. Payment will also be made for inspection, supervision, and administrative and general expenses in an amount not to exceed _____ percent of the United States' share of the direct costs defined above. The United States will also pay to the Highway Department, for rights-of-way acquired by the Highway Department, only the cost of rights-of-way required for replacement of the highway to equivalent standards.

It is further agreed that within thirty (30) days after award of contract, the Highway Department will furnish to the United States a schedule by quarters of the estimated amounts required to be paid by the United States under the terms of this agreement.

After final computation of quantities for the completed relocated highway, the actual final cost to the United States will be determined as follows: (a) Construction to equivalent standards.--The final computed quantity for each item multiplied by the unit or lump sum price bid; (b) Construction to superior standards.--The ratio of the estimated quantity of each item for construction to equivalent standards to the estimated quantity for any construction to superior standards as heretofore furnished by the Highway Department under Article 2, multiplied by the final computed quantity for the item, and multiplied by the unit or lump sum price bid. The amounts thus determined, together with the United States' share of (1) the amounts paid by the Highway Department for rights-of-way, and (2) other expenses, shall constitute the actual cost to the United States under this agreement. Any adjustment in payments necessary after the final cost to the United States is determined will be made immediately on final certified statement whether it involves a refund to the United States for overpayment or remittance by the United States for any further amount required to be paid as provided herein.

6. The United States agrees to furnish to the Highway Department at its request any available maps of areas within or adjacent to the boundary of the Flaming Gorge Reservoir and will also furnish to the Highway Department from time to time for the purposes hereunder any other necessary information available in Bureau of Reclamation offices now or hereafter existing and will render through such offices any other reasonable assistance as may be required.

7. The Highway Department agrees to keep and maintain accurate records of the costs of the relocated highway, including rights-of-way

engineering, inspection, supervision, administrative, and overhead expenses directly related to that work and will permit representatives of the United States to have access to said records at any time during business hours.

8. The Highway Department grants to the United States, its employees, agents, contractors, and assigns the right to use said relocated highway in the construction, operation, and maintenance of the Fleming Gorge Dam and Reservoir. The Highway Department further agrees, at its own expense, to operate and maintain said highway on and after completion of the construction thereof pursuant to this agreement, Provided, That if it shall be necessary for the Highway Department to perform extraordinary maintenance work on any segment of the relocated highway within two years from the completion and acceptance of such segment or segments, the United States will reimburse the Highway Department to the extent of 75 percent of the total cost of such work but not to exceed the sum of \$5,000 during this two-year period. Extraordinary maintenance is defined as maintenance work during this period resulting only from a slide or slides, in cuts or fills, in which the aggregate amount of material from each slide is in excess of 25 cubic yards. It shall not include any work caused by or resulting from the negligence of the State or its contractors.

9. (a). In connection with the performance of work under this contract, the Highway Department agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of

compensation; and selection for training, including apprenticeship. The Highway Department agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the United States setting forth the provisions of the nondiscrimination clause. The Highway Department further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials.

(b) In the performance of any part of the work contemplated by this contract, no person shall be employed who is undergoing sentence of imprisonment at hard labor.

10. The Highway Department agrees to insert the following clause in all contracts for the relocation and reconstruction work awarded by the Highway Department pursuant to this contract:

"No laborer or mechanic doing any part of the work contemplated by this contract, in the employ of the contractor or any subcontractor contracting for any part of said work contemplated, shall be required or permitted to work more than eight hours in any one calendar day upon such work, except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this clause. The wages of every laborer and mechanic employed by the contractor or any subcontractor engaged in the performance of this contract shall be computed on a basic day rate of eight hours per day and work in excess of eight hours per day is permitted only upon the condition that every such laborer and mechanic shall be compensated for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. For each violation of the requirements of this clause a penalty of five dollars shall be imposed for each laborer or mechanic for every calendar day in which such employee is required or permitted to labor more than eight hours upon said work without receiving compensation computed in accordance with this clause, and all penalties thus imposed shall be withheld for the use and benefit of the United States: Provided, That this stipulation shall be subject in all respects to the exceptions and provisions of the Eight-Hour Laws as set forth in 40 U.S.C. 321, 324, 325, 325a, and 326, which relate to hours of labor and compensation for overtime."

11. The Highway Department warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Highway Department for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

12. The liability of the United States under this contract is contingent on the necessary appropriation and reservation of funds being made therefor.

13. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

14. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this contract the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Regional Director, Region 4
Bureau of Reclamation

STATE ROAD COMMISSION OF UTAH

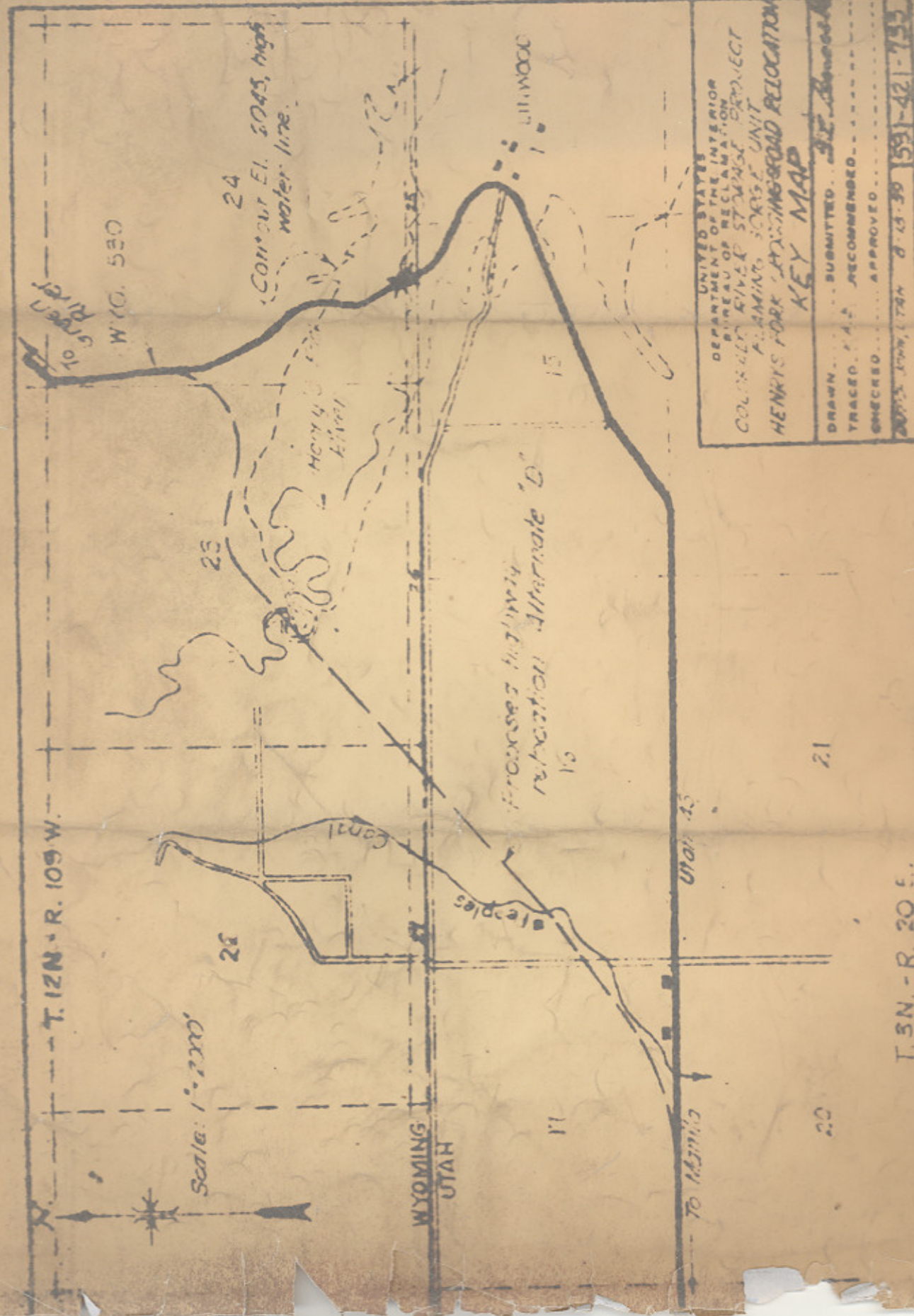
By _____
Director of Highways

(SEAL)

ATTEST:

By _____

Title Secretary



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
COLUMBIA RIVER STORAGE PROJECT
HENRYS FORK DAM AND HIGHWAY RELOCATION
KEY MAP

DRAWN BY: [Signature]
TRACED BY: [Signature]
CHECKED BY: [Signature]
SUBMITTED: [Signature]
RECOMMENDED: [Signature]
APPROVED: [Signature]

DATE: JAN 19 1939 591-42-753

T. 12N. - R. 20E.